STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT FOR TREATMENT, RE-ENTRY, AND AFTERCARE SERVICES
AMENDMENT 2 to Contract CON0000652

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Wellspring Family & Community Institute, LLC, 440 Benmar Drive, Suite 2255, Houston, Texas 77060-3169**, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of **Treatment, Re-entry, and Aftercare Services** for TJJD youth for the period of **September 1, 2016**, through **August 31, 2018**. This contract is identified as **Contract CON0000652**.

Both parties wish to continue the relationship that exists without a lapse in services. Service Provider agrees to continue to provide services under the aforementioned existing contract, and the TJJD agrees to continue to use Service Provider's services during the term of this contract.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of the Service Provider and to bind the Service Provider under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract, including prior amendments, if any, subject to the following changes, permitted pursuant to **SECTION IV, GENERAL PROVISIONS, Article 11: Contract Amendment and Merger Clause** and effective September 1, 2018:

1. Pursuant to **SECTION IV, GENERAL PROVISIONS, Article 10: Contract Term**, the Contract is being renewed for an additional two (2) years for the period **September 1, 2018, through August 31, 2020**.

2. Under **SECTION II, TJJD, paragraph 3**, the total not to exceed amount for the renewed contract term of **September 1, 2018, through August 31, 2020**, shall not exceed $10,000.00, unless modified by written amendment to this contract. Therefore, paragraph 3 is revised to read as follows:

   "3. Pay up to $20,000.00 as the "not to exceed" (NTE) amount for the term of this contract."

3. The contract is amended as follows under **SECTION III, CERTIFICATIONS**:

   a. Articles 14, 15, 17, 24, and 27 are deleted in their entirety and replaced with the following:

   "**Article 14: Suspension and Debarment**

   Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at http://www.sam.gov.

   Article 15: Excluded Parties/Terrorism

   Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

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   Article 17: Prior Disaster Relief Contract Violation

   Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

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Article 24: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract is current, complete, and accurate; Service Provider has disclosed in writing to the TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Service Provider shall promptly notify the TJJD.

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Article 27: Verification of Worker Eligibility Clause

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Service Provider has violated the certifications set forth in this Article, then (1) Service Provider shall be in breach of contract, (2) the TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to the TJJD under the contract, Service Provider shall be responsible for all costs incurred by the TJJD to obtain substitute services to replace the terminated contract."

4. The contract is amended to add the following under **SECTION III, CERTIFICATIONS**:

   a. Articles 28 and 29 are added as follows:

   "**Article 28: Prohibition on Contracts with Companies Boycotting Israel**

   In accordance with Section 2270.002 of the Texas Government Code, Service Provider hereby represents and warrants that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

Article 29: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract."

5. The contract is amended as follows under **SECTION IV, GENERAL PROVISIONS**:

   a. Articles 2, 7, 14, and 25 are deleted in their entirety and replaced with the following:

"**Article 2: Indemnity**

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THE TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND THE TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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Article 7: Funding Out Clause

The contract is subject to termination or cancellation, without penalty to the TJJD, either in whole or in part, subject to the availability of state funds. The TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either the TJJD's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the TJJD will not be liable to Service Provider for any damages, that are caused or associated with such termination or cancellation, and the TJJD will not be required to give prior notice.

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Article 14: Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TJJD.

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Article 25: Execution Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of the TJJD and Service Provider and to their representatives, successors, and assigns. The parties

expressly agree that no provision of this contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:

Camille Cain, Executive Director — Date: 8/16/18

For Service Provider:

Signature — Date: 8-17-18

Approved as to form:

TJJD Attorney — Date: 8/14/18